

# **EXHIBIT**

## **6**

A portion of this document has been redacted pursuant to the Stipulated Protective Order (Docket No. 66) (Aug. 30, 2012), ¶ 6. An unredacted version has been filed under seal.

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<p>IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA Richmond Division</p> <hr/> <p>MARY MORGAN, et al., on behalf of themselves and all other similarly situated, Plaintiffs,</p> <p>vs. Civil Action No. 3:12cv373-JAG</p> <p>RICHMOND SCHOOL OF HEALTH AND TECHNOLOGY, INC.,  Defendant.</p> <hr/> <p>DEPOSITION OF SADE N. BATTLE</p> <p>September 14, 2012 8:56 a.m.</p> <p>Taken at:</p> <p>BRENNER, EVANS &amp; MILLMAN, P.C. 411 East Franklin Street, Suite 200 Richmond, Virginia 23219</p> <p>REPORTED BY: Lisa M. Blair, RPR COOK &amp; WILEY, INC. Registered Professional Reporters 3751 Westerre Parkway, Suite D-1 Richmond, Virginia 23233 804.359.1984</p>	<p>INDEX</p> <p>SADE N. BATTLE PAGE</p> <p>By Mr. deWitt 5</p> <p>By Mr. Schlactus 146</p> <p>EXHIBITS</p> <p>EXHIBITS PAGE</p> <p>59 RSHT0002955 to 2956 10</p> <p>60 RSHT0002946 34</p> <p>61 RSHT0003007 to 3008 36</p> <p>62 RSHT0003055 to 3056 45</p> <p>63 RSHT0003057 to 3058 51</p> <p>64 RSHT0021982 to 22020 53</p> <p>65 RSHT0003030 54</p> <p>66 RSHT0003073 59</p> <p>67 RSHT0003034 to 3035 63</p> <p>68 RSHT0003078 64</p> <p>69 RSHT0003070 66</p> <p>70 RSHT0002948 to 2949 69</p> <p>71 RSHT0002970 76</p> <p>72 RSHT0002972 78</p> <p>73 RSHT0003051 to 3054 80</p> <p>74 RSHT0021938 to 3061 83</p> <p>75 RSHT0021938 to 21981 84</p> <p>76 RSHT0003029 86</p>
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<p>1 APPEARANCES:</p> <p>2 Glenn Schlactus, Esquire</p> <p>3 Tara Ramchandani, Esquire</p> <p>4 Jia Cobb, Esquire</p> <p>5 RELMAN, DANE &amp; COLFAX PLLC</p> <p>6 1225 19th Street NW</p> <p>7 Suite 600</p> <p>8 Washington DC 20036</p> <p>9 202-728-1888</p> <p>10 Counsel for the Plaintiffs</p> <p>11 Alexander S. deWitt, Esquire</p> <p>12 BRENNER, EVANS &amp; MILLMAN, P.C.</p> <p>13 411 East Franklin Street, Suite 200</p> <p>14 Richmond, Virginia 23219-0470</p> <p>15 804-644-1300</p> <p>16 Counsel for the Defendant</p> <p>17 ALSO PRESENT:</p> <p>18 Allison Pincus</p>	<p>1 77 RSHT0003036 86</p> <p>2 78 RSHT0003033 86</p> <p>3 79 RSHT0003076 86</p> <p>4 80 RSHT0003077 86</p> <p>5 81 RSHT0003060 87</p> <p>6 82 RSHT0002973 to 2974 90</p> <p>7 83 RSHT0003080 98</p> <p>8 84 RSHT0002971 98</p> <p>9 85 Title IV Award Notification 99</p> <p>10 86 RSHT0002999 104</p> <p>11 87 RSHT0003081 to 3082 107</p> <p>12 88 RSHT0003083 to 3086 107</p> <p>13 89 RSHT3087 108</p> <p>14 90 RSHT0003107 108</p> <p>15 91 RSHT0002995 109</p> <p>16 92 RSHT0002947 and 3075 111</p> <p>17 93 RSHT0003032 and 3031 113</p> <p>18 94 RSHT0003074 113</p> <p>19 95 RSHT0002990 and 2989 114</p> <p>20 96 RSHT Student Externship Agreement 116</p> <p>21 97 RSHT0003000 117</p> <p>22 98 RSHT0003098 125</p> <p>23 99 RSHT Student Obligation Form 127</p> <p>24 For Placement Assistance</p> <p>25 100 P-000023 to P-000027 133</p>

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1 SADE N. BATTLE, a Plaintiff, called  
2 by the Defendant, first being duly sworn, testified as  
3 follows:

4 EXAMINATION BY MR. DEWITT:

5 Q. Ms. Battle, good morning.

6 A. Good morning.

7 Q. My name is Alex deWitt, and I'm an  
8 attorney, and represent the Richmond School of Health  
9 and Technology, Inc. in a lawsuit that's now pending  
10 in the U.S. District Court for the Eastern District of  
11 Virginia, Richmond Division. And we're here to take  
12 your deposition this morning. You are a plaintiff in  
13 this action, correct?

14 A. Yes.

15 Q. Will you state your full name, please?

16 A. Sade Nannette Battle.

17 Q. Could you spell your first and middle  
18 name, please?

19 A. S-A-D-E, and my middle is  
20 N-A-N-N-E-T-T-E.

21 Q. And Battle is B-A-T-T-L-E?

22 A. Yes, sir.

23 Q. All right. What's your date of birth,

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1 ma'am?

2 A. [REDACTED]

3 Q. And the last four digits of your Social  
4 Security number?

5 A. [REDACTED]

6 Q. Ms. Battle, have you given deposition  
7 testimony before?

8 A. No.

9 Q. Have you testified in court before?

10 A. No.

11 Q. Okay. I'm going to ask you a series of  
12 questions today basically related to RSHT and some of  
13 the allegations you've made in this lawsuit. And  
14 you're going to be expected to answer the questions as  
15 best you can.

16 A. Okay.

17 Q. If you don't understand a question,  
18 please let me know, and I'm happy to rephrase.

19 A. Okay.

20 Q. Otherwise, if you answer, I'll assume  
21 that you understood the question.

22 A. Okay.

23 Q. This deposition is scheduled to last  
24 about three hours. At any point if you need to take a  
25 break, just tell us, and we'll stop and take a break.

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1 A. Okay.

2 Q. Have you reviewed any documents in  
3 preparation for this deposition?

4 A. Yes.

5 Q. Okay. What have you reviewed?

6 A. I guess the papers that I signed relating  
7 to the case.

8 MR. SCHLACTUS: And I'll represent that, as  
9 with Ms. Herbert, we likewise showed Ms. Battle the  
10 parallel documents that pertain to her.

11 Q. Okay. Have you reviewed the second  
12 amended class action complaint?

13 A. I'm not sure. I reviewed a lot of  
14 documents.

15 Q. Have you reviewed any documents produced  
16 by my client, Richmond School of Health and  
17 Technology, Inc.?

18 A. Yes.

19 Q. And I assume you've reviewed documents  
20 relating to you?

21 A. Yes.

22 Q. Okay. Have you reviewed documents  
23 relating to anyone else, any other student or former  
24 student at RSHT?

25 A. No.

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1 Q. Have you reviewed any declarations signed  
2 by former students or faculty of RSHT?

3 A. No.

4 Q. Have you talked to anyone other than your  
5 attorneys regarding this deposition?

6 A. No.

7 Q. Have you talked to anyone other than your  
8 attorneys regarding this lawsuit?

9 A. No.

10 Q. Have you talked to anyone other than your  
11 attorneys regarding any of the allegations in the  
12 lawsuit?

13 A. No.

14 Q. And just to be clear, in the year 2012,  
15 other than your counsel, you've spoken to no one about  
16 RSHT or any of the allegations in this lawsuit?

17 A. No.

18 Q. Is that the truth for 2011, as well?

19 A. Yes.

20 Q. And did you finish attending RSHT in 2010  
21 or 2011?

22 A. I'm not sure.

23 Q. Okay. And we'll go through some  
24 documents that will probably help refresh your  
25 recollection.

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<p>1 further back would not be relevant to enrollment, and 2 therefore not within the scope of permissible 3 discovery. But that objection does not go to where 4 she was working when she enrolled or her immediately 5 prior employment. 6 So you can answer as to employment when 7 you enrolled at RSHT or your -- if you weren't 8 employed at that time, your last job before enrolling 9 in RSHT. 10 Q. I'm pretty sure I don't understand; but 11 go ahead and tell me where were you employed when you 12 enrolled in RSHT? 13 A. Nowhere. 14 Q. So you were unemployed at the time of 15 enrollment? 16 A. Yes. 17 Q. How long had you been unemployed at the 18 time of enrollment at RSHT? 19 A. I'm not sure. 20 Q. What was your -- when were you last 21 employed before RSHT, if you know? 22 A. Family Dollar. 23 Q. Family Dollar? 24 A. Yes. 25 Q. Were you a cashier?</p>	<p>1 right now, I stay home. 2 Q. Do you receive -- how do you support 3 yourself and your children? 4 A. My fiancé works. He provides. 5 Q. Do you receive any type of government 6 assistance? 7 A. Yes. 8 Q. Like food stamps? 9 A. Yes. 10 Q. TANF? 11 A. No. 12 Q. Anything else, any other type of Social 13 Security or any other type of government assistance? 14 A. Food stamps. 15 Q. Okay. How did you learn about RSHT; do 16 you recall? 17 A. Yes; from a commercial. 18 Q. Do you remember the commercial? 19 A. Yes. 20 Q. Tell me what you remember about the 21 commercial. 22 A. Did you want me to sing the jingle? 23 (Laughter). 24 Q. I've never had somebody sing to me in a 25 deposition, so yes, please.</p>
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<p>1 A. Yes. 2 Q. Just sort of as a general, did you have 3 any prior employment experience relating in any way to 4 community home health, long-term care, or anything you 5 did at Lumzy's or Diversity? 6 A. No. 7 Q. And you graduated from high school in -- 8 was it 2005 or 2006? June 2005? 9 A. Yes. 10 Q. All right. When you enrolled at RSHT, 11 did you have -- had you prepared a resumé that you 12 used for purposes of finding employment? 13 A. I'm not sure. 14 Q. Okay. Do you have a resumé today? 15 A. Yes. 16 Q. Did you prepare that recently since 17 Lumzy's? 18 A. I'm not sure. 19 Q. Okay. Are you currently looking for 20 employment? 21 A. No. 22 Q. Why are you not looking for employment 23 currently? 24 A. I have four children, and two are in 25 school in elementary. And so, it's best if, as of</p>	<p>1 A. R-S-H-T training. 2 MR. SCHLACTUS: For the record, that was 3 done in perfect pitch. 4 MS. COBB: Very interested to see how that 5 will look on the transcript. 6 (Laughter). 7 Q. Do you remember what channel you were 8 watching? 9 A. Yes. Fox. 10 Q. Do you know the actual channel in the 11 Richmond area? 12 A. I think at the time before it turned into 13 13, it was 5. 14 Q. Did you have -- would this have been in 15 2009? 16 A. Yeah. 17 Q. Did you have cable? 18 A. Yes. 19 Q. Did you see the commercial once, or did 20 you see it more than once; do you recall? 21 A. More than once. 22 Q. How many times? 23 A. I can't remember the exact number. 24 Q. Did the commercial have a phone number? 25 A. Yes.</p>

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1 Q. Okay. Did you write the phone number  
2 down?  
3 A. Yes.  
4 Q. Did you know anybody at RSHT before you  
5 contacted them?  
6 A. No.  
7 Q. Had you reviewed any literature regarding  
8 RSHT before you contacted them?  
9 A. No.  
10 Q. Did you do any type of research regarding  
11 the program there?  
12 A. No.  
13 Q. Was there anything in the commercial that  
14 triggered an interest?  
15 A. The hands-on training.  
16 Q. Did you have an interest at that point in  
17 pursuing a certain career?  
18 A. Yes.  
19 Q. Okay. What was that interest?  
20 A. Nursing.  
21 Q. How long had you had that interest?  
22 A. All my life.  
23 Q. Okay. Did you have family or --  
24 A. Yes.  
25 Q. -- someone who was a nurse?

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1 A. (Indicating in the affirmative).  
2 Q. Is that like a parent or?  
3 A. My entire female -- actually, some males,  
4 but everybody is practically in nursing.  
5 Q. All right. So then sometime in 2009 you  
6 picked up the phone and called that phone number?  
7 A. Yes.  
8 Q. Okay. Do you remember that phone  
9 conversation?  
10 A. Yes.  
11 Q. Okay. Do you remember who you spoke to?  
12 A. Debby Alexander.  
13 Q. And recall for me, as best you can, the  
14 details of that phone conversation.  
15 A. She gave some details about the programs  
16 that they had, asked me what was I interested in, if I  
17 had called other schools, and to set up an appointment  
18 so that I could meet and get the tour of the building  
19 and the school.  
20 Q. Do you remember any of the details that  
21 she provided you regarding the programs?  
22 A. That they had everything from the CNA  
23 part of it to actually being the LPN and surgical  
24 tech.  
25 Q. Do you remember anything else, any

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1 specific information that she provided you?  
2 A. Just what her availability was to meet  
3 with me.  
4 Q. Okay. When she asked you what were you  
5 interested in, do you remember what you told her?  
6 A. The nursing field.  
7 Q. And when she asked you had you called any  
8 other schools, had you?  
9 A. Yes.  
10 Q. Which other schools had you called?  
11 A. I can't remember.  
12 Q. Local area schools in the Richmond area?  
13 A. I don't think they were local.  
14 Q. What about within the state of Virginia?  
15 A. I don't know.  
16 Q. Okay. And just touching on general  
17 matters, do you know, had you called one other school,  
18 five other schools? Do you have any sense as to the  
19 number of other inquiries you had made?  
20 A. No; just whoever came on commercial that  
21 day on Fox.  
22 Q. Okay. So there were other schools that  
23 were advertising --  
24 A. Right.  
25 Q. -- on Fox?

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1 A. Right.  
2 Q. All right. And did you set up an  
3 appointment with Ms. Alexander?  
4 A. Yes.  
5 Q. All right. And where did you set the  
6 appointment up, in Richmond or some other location?  
7 A. Richmond.  
8 Q. And just -- you told me your address  
9 before. Were you living in Richmond city at the time?  
10 A. Yes.  
11 Q. Okay. How far was your residence from  
12 the Richmond campus, approximately?  
13 A. I want to say maybe 10, 15 miles.  
14 Q. And were you -- did you have --  
15 A. No.  
16 Q. -- a vehicle that you could drive?  
17 A. No.  
18 Q. How did you get there?  
19 A. The bus.  
20 Q. And was that your normal mode of  
21 transportation at the time?  
22 A. Yes.  
23 Q. And is that your -- is that still your  
24 normal mode of transportation today?  
25 A. No.

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1 did you tell her anything else that you can recall?

2 A. No.

3 Q. All right. You decided to go back to  
4 RSHT on October 29, 2009?

5 A. Yes.

6 Q. That was your next meeting?

7 A. Yes.

8 Q. And when you went back on October 29,  
9 2009, who did you meet with?

10 A. Debby Alexander.

11 Q. Do you know what her position was at  
12 RSHT?

13 A. I believe it was a recruiter.

14 Q. Okay. I'm going to ask you a little bit  
15 about this second meeting with her at RSHT. Had you  
16 spoken to anyone else -- and I think you mentioned  
17 Mr. Knight?

18 A. Yes.

19 Q. During that first meeting you met with  
20 Debby Alexander and Mr. Knight and I think you said  
21 you spoke to someone -- a receptionist, and maybe saw  
22 some instructors during your tour, correct?

23 A. Yes.

24 Q. Did you meet with anybody else that you  
25 can remember specifically?

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1 A. I can't remember.

2 Q. The second meeting with Debby Alexander  
3 on October 29, did you meet with her again in her  
4 office?

5 A. Yes.

6 Q. Do you have any specific memory of that  
7 meeting?

8 A. Yes.

9 Q. Okay. What do you remember about that  
10 meeting?

11 A. We talked about what would be best for  
12 me, night classes or morning classes, how would it  
13 affect me having childcare on the days that I have  
14 visitation. We --

15 Q. And just so I understand -- I don't want  
16 to get too far --

17 MR. SCHLACTUS: Were you done answering  
18 or --

19 A. Yes.

20 MR. SCHLACTUS: -- was there more you  
21 remembered about that?

22 A. Yes, I was done.

23 Q. Excuse me. I don't want to cut you off.  
24 I assumed you had finished your response.

25 I want to just understand generally your

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1 situation at the time with the visitation. There were  
2 certain days of the week that you could visit with one  
3 or more of your children?

4 A. Yes.

5 Q. And then the father had certain days?

6 A. Yes.

7 Q. So you had to -- you were conveying to  
8 Ms. Alexander that you had a certain schedule you were  
9 trying to work around?

10 A. Yes.

11 Q. And did you decide whether, based on your  
12 circumstances, a day program or an evening program was  
13 more suitable or more workable?

14 A. That day, or are you asking towards the  
15 end of --

16 Q. That day, I'm interested in what you-all  
17 discussed that day?

18 A. I can't remember.

19 Q. Okay. You just remember that you-all  
20 talked about day versus night classes generally?

21 A. Yes.

22 Q. Anything else that you remember?

23 A. Outside of the transportation, that was  
24 about it.

25 Q. What do you recall about transportation?

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1 Was that a subject of conversation?

2 A. Yes.

3 Q. On October 29th?

4 A. Yes. I mean, throughout all of our  
5 conversations.

6 Q. And I'm just wondering about your memory  
7 of this specific conversation with Ms. Alexander, did  
8 you-all discuss transportation?

9 A. I can't remember exactly.

10 Q. Okay.

11 MR. SCHLACTUS: I was going to say, if you  
12 can distinguish between the conversations like  
13 Mr. deWitt is asking you.

14 Q. Other than having a general conversation  
15 about night classes versus day classes, do you have  
16 any specific recollection as to what you and  
17 Ms. Alexander discussed during this meeting?

18 A. No.

19 Q. Okay. And then, of course, that day you  
20 signed your enrollment agreement, correct?

21 A. Yes.

22 Q. So when you came to RSHT campus, you had  
23 decided you were going to enroll, correct?

24 A. Yes.

25 Q. Do you recall, other than the enrollment



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1 Q. So you were dealing with some uncertainty  
2 in your life for the balance of the year --

3 A. Right.

4 Q. -- with the custody issue? And did that  
5 continue into 2010, January/February time frame?

6 A. I can't recall.

7 Q. All right. Do you recall in January or  
8 February whether you went back to RSHT?

9 A. I can't recall.

10 (Exhibit Number 70 was marked for  
11 identification).

12 Q. Okay. I'm going to show you some  
13 documents. This might help you jog your memory. This  
14 will be the next exhibit. The next document is marked  
15 Exhibit 70. Does this look familiar?

16 A. Yes.

17 Q. This is an RSHT enrollment agreement,  
18 correct?

19 A. Like the fifth, yes.

20 Q. Is this an agreement that you filled in  
21 and signed?

22 A. Yes, that looks like my handwriting.

23 Q. Okay. The same thing on the second page?

24 A. Yes.

25 Q. Are those your initials?

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1 A. Yes.

2 Q. You filled in and signed this document on  
3 March 11, 2010; is that correct?

4 A. Yes.

5 Q. Okay. Were you at RSHT when you prepared  
6 this document?

7 A. Yes.

8 Q. Prior to March 11, 2010, had you been  
9 back to RSHT?

10 A. I can't remember.

11 Q. Okay. Prior to -- now we're into 2010,  
12 only from January 1 of '10 up to this date, March 11.  
13 Had you talked to anybody at RSHT?

14 A. Just Debby Alexander.

15 Q. Do you have a specific memory of talking  
16 to Debby Alexander at any point between January 1 and  
17 March 11, 2010?

18 A. Her conversations were -- our  
19 conversations were pretty much the same. Just, you  
20 know, what was my hesitation? Me going to school with  
21 court, the custody, they could write letters, you  
22 know, whatever they had to do to help me get to, you  
23 know, where I needed to be. You know, guarantee jobs.  
24 You know, it was just basically selling the programs.

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1 Q. Do you have any specific memory of a  
2 conversation with her in 2010 before signing this  
3 document?

4 A. Yes; about making the appointment to come  
5 and finish what programs that they have available that  
6 could best suit me.

7 Q. And what did you-all discuss? What  
8 programs did they have that would suit you? Did  
9 you-all discuss the CHH program?

10 A. Yes.

11 Q. And I'm interested in specific  
12 recollection during this period. Do you have any  
13 specific recollection of your conversation with  
14 Ms. Alexander regarding the CHH program?

15 A. Yes.

16 Q. What is that recollection?

17 A. That one thing that really appealed to me  
18 is the fact that I would be making between 16 to 20 an  
19 hour, that I would, you know, be certified. She did  
20 explain that it was a new program that they were  
21 working on. So all of the kinks had not been really  
22 worked out yet. For instance, they didn't know where  
23 our graduation was going to be held at, but there  
24 would be a graduation ceremony after completing the  
25 program. And the fact that I could work -- go ahead

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1 and start working, that I would be hired in a CNA  
2 because of the length of experience and the hands-on  
3 training. She also explained to me about the  
4 externship, how all of that will fit my needs as far  
5 as with the transportation and the child care.

6 Q. Did you-all discuss a specific place  
7 where you were going to do an externship?

8 A. No.

9 Q. And this is during a phone conversation?

10 A. No.

11 Q. I was asking about -- did you meet with  
12 Ms. Alexander between January 1 and March 11?

13 A. No.

14 Q. Okay. Did you have a phone conversation  
15 with Ms. Alexander between January 1 and March 11?

16 A. Yes. In between me actually starting and  
17 from initially meeting her, we had a lot of phone  
18 conversations.

19 Q. Okay. And that's what I was curious  
20 about, asking you about. Do you have any specific  
21 memory regarding a specific conversation with her  
22 during that time frame, January 1 to March 11?

23 A. I don't know the specific time frames,  
24 but I know during that time from when I actually  
25 enrolled and actually took a class, we talked a lot.

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1 Q. Okay. Did you actually enroll at any  
2 time prior to March 11, 2010 in the CHH program?

3 A. No.

4 Q. So that's just the window. We're going  
5 to move forward after March 11?

6 A. Okay.

7 Q. During the window of time, January 1 to  
8 March 11, do you have a specific memory regarding a  
9 specific conversation with Deborah Alexander?

10 MR. SCHLACTUS: As best as you can remember  
11 as to those specific dates, if you can.

12 MR. DEWITT: During the January 1 to March  
13 11 time frame.

14 A. Yes. I know she called me and we set up  
15 another meeting for me to come in, and just asked me,  
16 like I said, what my hesitations were, and explained  
17 the program and what they could do to help me through  
18 the custody situation that I was going through.

19 Q. Do you have any other specific  
20 recollection of what you-all discussed?

21 A. I guess about her writing a letter to  
22 court saying I was enrolled, some of the services that  
23 they offered, like the job placement, how they could,  
24 you know, help me get a job, and how even with my  
25 externship a lot of people get hired during the

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1 externship. If I, you know, go in there with my best,  
2 they will, you know, retain me there. That type of  
3 thing.

4 Q. Did you discuss anything else? This is  
5 during a phone conversation between January 1 and  
6 March 11, 2010?

7 A. No.

8 Q. Other than Debby Alexander that same time  
9 frame, did you speak to anybody else at RSHT?

10 A. No.

11 Q. Mr. Knight or anybody else?

12 A. No.

13 Q. And was this one phone conversation you  
14 had with Ms. Alexander during that January 1 to March  
15 11 time frame?

16 A. She followed up very frequently.

17 Q. Other than what you've described to me,  
18 talking about the custody issue with your scheduling,  
19 and writing a letter confirming that you were a  
20 student at RSHT, and job placement, the externships,  
21 do you recall whether you had any other specific  
22 conversations with Ms. Alexander during that time  
23 frame regarding any topic?

24 A. No.

25 Q. All right. You then decided on March

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1 11 -- excuse me. You said you set up -- did you set  
2 an appointment up with Ms. Alexander?

3 A. Yes.

4 Q. And did you-all decide on March 11?

5 A. Yes.

6 Q. Okay. Do you recall going to RSHT on  
7 March 11, 2010?

8 A. Yes.

9 Q. Did you meet with Ms. Alexander?

10 A. Yes.

11 Q. Was Exhibit 70 one of the documents that  
12 you prepared and signed while you were meeting with  
13 Ms. Alexander?

14 A. Yes.

15 Q. Do you have a recollection as to your  
16 conversation with Ms. Alexander that day?

17 A. Yes.

18 Q. What do you remember?

19 A. Just she really reiterated the promises  
20 that she gave about the certifications. She was  
21 adamant that this was a quick way for me to get in the  
22 working field, and I can always come back to RSHT  
23 because they could help me go further. You know, the  
24 next step would be the LPN program. They always, you  
25 know, will be able to be flexible towards my schedule

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1 with the transportation needs, and, you know, the  
2 child care. So this was a quick way to get me back on  
3 my feet to start me into the nursing field. So she  
4 was just saying it was just a stepping block to get me  
5 to where I needed to be.

6 Q. Anything else?

7 A. She just basically elaborated on what the  
8 community home health has to offer.

9 Q. Did she show you any documents?

10 MR. SCHLACTUS: I'm not sure she was done  
11 answering that question.

12 A. Just, you know, what they had to offer.  
13 Just -- you know, I guess just the promises with  
14 helping me find jobs. You know, I believe that day  
15 she gave me the letter to take to court basically  
16 saying that I was enrolled and what my classes would  
17 be.

18 (Exhibit Number 71 was marked for  
19 identification).

20 Q. I'm going to show you another document.  
21 Is Exhibit 71 the letter you were just referring to?

22 A. No.

23 Q. Okay. Is this a letter that you received  
24 from RSHT?

25 A. I don't recall.



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1 A. No, we didn't. All the paperwork that I  
2 did with Ms. Wood, we never went through it to, you  
3 know, say: This is doing this. We didn't do it that  
4 way. It was basically giving an overall summary of  
5 what it means and signing a sheet of paper.

6 Q. Did you ask any questions?

7 A. No.

8 (Exhibit Number 97 was marked for  
9 identification).

10 Q. Exhibit 97, have you ever seen this  
11 before?

12 A. No.

13 Q. Do you know who Debra Allen is? Do you  
14 recognize that name?

15 A. No.

16 Q. Okay. Did you withdraw from the CHH  
17 program on May 26, 2011?

18 A. No.

19 Q. Did you withdraw from the program before  
20 graduating?

21 A. No.

22 Q. Did you graduate?

23 A. No.

24 Q. Are you still a student there?

25 A. No.

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1 Q. Did you stop being a student there?

2 A. Yes.

3 Q. This document, there's a comment section.  
4 It says, Did not go to externship. Stated no  
5 transportation.

6 Were there issues with transportation to  
7 an externship?

8 A. At that time I still did not have a  
9 vehicle. When we set up for the externship, and  
10 initially when I talked to Debbie Alexander, I was  
11 told that my schedule, child care, would still be  
12 taken into effect when I do scheduling for anything --  
13 whether it was classes, job search -- all of that  
14 would be taken into consideration.

15 When Ms. Wood initially started doing the  
16 paperwork after we graduated, I know a little bit  
17 before our last class she started calling people I  
18 guess to get the information of what we needed,  
19 whatever information they needed to start the  
20 externship. Again, you know, she just said there were  
21 several places that they did work with. I believe  
22 there was a couple of places in Richmond, one in  
23 Chesterfield, and one in Petersburg, if I'm not  
24 mistaken. And she just -- you know, was there any  
25 specific requirements that I needed? And basically

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1 transportation and making sure it was a lengthy period  
2 of time at that time.

3 In between actually when we started the  
4 externship and actually our last day of school, I  
5 guess something happened with whoever they partnered  
6 with, were no longer partnering with them. And so, I  
7 guess she had to find us places to be put, to be  
8 placed. So initially when she did set up the  
9 externship, I had found work with Diversity.

10 Q. Okay.

11 A. And so, at that point, to complete the  
12 externship, she wanted me to report either the next  
13 day or the day after. There wasn't a lengthy period  
14 of time where I could give my job notice -- which I  
15 had just got hired in a probation period. And then  
16 also, she explained to me that it was in Petersburg,  
17 way out in Petersburg. She had gave the Richmond  
18 location to two other students which had  
19 transportation, but I guess because they were mother  
20 and daughter and each other was, you know, their  
21 transportation, so that they could go to the place  
22 together. And so, I needed to find transportation,  
23 and I needed to be reporting there Friday. She  
24 already told them that I was coming. There was no  
25 leeway. And if not, then I would be considered

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1 withdrawn. And when I was able to do so, I would  
2 again have to pay the \$85 again. And at that time --  
3 for the re-entry fee -- and at that time I think that  
4 would have been my third time paying that \$85. So --

5 Q. All right. Are you done?

6 A. Yeah.

7 Q. I don't want to interrupt you.

8 All right. You mentioned earlier, "after  
9 we graduated." You didn't graduate, did you?

10 A. No. I'm sorry. After we completed the  
11 classroom part of it.

12 Q. The classwork?

13 A. Right.

14 Q. And then at some point -- you don't  
15 recall the specific month in 2011 -- but somewhere in  
16 there you applied and obtained employment with  
17 Diversity?

18 A. Yes.

19 Q. Okay. How did you -- was Diversity a  
20 location where you could take the bus and get there?

21 A. No.

22 Q. How were you going to get to Diversity?

23 A. My dad also worked for them cleaning  
24 and -- cleaning, power washing their houses and  
25 cleaning their vehicles. And so, by my dad already

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1 employed there, he was able to get me on there,  
2 because during that time I was no longer living in  
3 Jackson Ward. We had a home. And so, it wasn't based  
4 on my income at that point.

5 Q. So you got a ride with your father?

6 A. Right.

7 Q. Okay. And you said you were in  
8 probation. What were your hours at Diversity at that  
9 point?

10 A. The 3 to 10 or 3 to 11.

11 Q. 3 to 11 every day of the week, or how did  
12 that work?

13 A. I believe I started Sunday, Monday,  
14 Tuesday, Wednesday, and I later went to Thursday,  
15 Friday, Saturday, Sunday.

16 Q. Okay. And you mentioned -- so there was  
17 an externship with a location in Petersburg?

18 A. Yes.

19 Q. Do you remember the name of the location?

20 A. I don't remember.

21 Q. Okay. Did you -- do you know what the  
22 proposed hours were in Petersburg?

23 A. I asked Ms. Wood, and she explained to me  
24 that it was an indefinite time for I believe it was  
25 two weeks, Monday through Friday. And it would just

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1 be -- I guess she said to report there between like  
2 7:30, 8:00. And it wouldn't even -- I didn't know  
3 when it would end. So it wasn't guaranteed I would be  
4 able to be off and go to work at 3.

5 Q. So you were supposed to start at 7:30, 8  
6 in the morning, report there?

7 A. Right.

8 Q. Did you report there at 7:30 to 8 in the  
9 morning?

10 A. No, sir.

11 Q. Did you look for transportation to get  
12 down there at 7:30 or 8 in the morning?

13 A. No.

14 Q. You continued to work at Diversity?

15 A. Yes.

16 Q. And is there a reason why you applied for  
17 the job at Diversity? Were you looking for a job so  
18 you could earn money?

19 A. Yes. That, and they had just recently --  
20 had told us that the program was -- I think initially  
21 they said it was a six-week program, and then we had  
22 to complete a two-week externship with the new school  
23 that was supposedly actually certified with the CNA.  
24 And so, it just seemed like the program was getting  
25 longer and longer. Initially, that's what me and

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1 Debby talked about, about the fact that I didn't want  
2 a lengthy, you know, class or course.

3 Q. Okay. So the idea -- if you had done the  
4 externship, the proposal was to complete the  
5 externship and then sit for a CNA exam?

6 A. Right. But I wouldn't be able to go for  
7 the -- no, not for the CNA exam; to go to a whole  
8 nother school to take their CNA course, and then take  
9 the CNA exam with their school; in addition, I guess,  
10 to the eight or ten-month program that RSHT had.

11 Q. All right. Was Selena Higgins your  
12 teacher --

13 A. Yes.

14 Q. -- for each of the classes you took in  
15 the CHH program?

16 A. Yes.

17 Q. So you decided not to complete the  
18 program, and not to participate in the externship?

19 A. No. Actually, I didn't have a choice.

20 Q. As you testified, you didn't go to -- you  
21 didn't show up at 7:30 or 8 in the morning for the  
22 first day of the externship, correct?

23 A. No. I mean, I didn't have a way to get  
24 to Petersburg. I didn't have a ride. There was  
25 nobody that would be willing to take me to Petersburg

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1 7:30, 8 in the morning, and then make it to their job  
2 7:30, 8 in the morning, and then pick me up; and in an  
3 indefinite time to say I'm finished. I'm not  
4 finished. Didn't know what to tell my job. So, I  
5 mean, it wasn't even a choice of whether or not I  
6 could go.

7 Q. And you testified earlier you didn't look  
8 into a way -- look into transportation to Petersburg,  
9 right?

10 A. Yeah, because there was nobody I could  
11 call.

12 Q. You didn't call a taxi?

13 A. And pay to go to Petersburg? No.

14 MR. SCHLACTUS: Just answer his question.

15 Q. You didn't ask for a ride -- or look at  
16 school to see if there was anybody in the Petersburg  
17 area who might give you a ride?

18 A. I didn't know anybody in Petersburg.

19 Q. Did you ask?

20 A. Ask who?

21 Q. Somebody at RSHT if there was a way to  
22 get a ride to Petersburg?

23 A. I talked to Ms. Wood about me not having  
24 transportation. And she said that was my only option,  
25 was to go to Petersburg. So nothing was offered once

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1 she knew I didn't have transportation.

2 Q. The question was did you ask?

3 A. No.

4 (Exhibit Number 98 was marked for  
5 identification).

6 Q. Okay. Thank you. I'll show you another  
7 document marked 98.

8 MR. SCHLACTUS: The Bates numbers on this  
9 are not entirely sequential. I just wanted to make  
10 sure that was intentional.

11 MR. DEWITT: Let me look at it.

12 MR. SCHLACTUS: Yeah, it just skips a couple  
13 after the first page.

14 MR. DEWITT: We'll take a break and I'll  
15 look at it.

16 MR. SCHLACTUS: Sure.

17 Q. Go ahead and look at it and just tell me  
18 if that looks familiar.

19 A. No.

20 MR. SCHLACTUS: Did you look at the whole  
21 thing before you answered?

22 A. Yes.

23 Q. Any of those pages look familiar?

24 A. No.

25 Q. You don't recall receiving that document

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1 or any of the documents in that exhibit?

2 A. No.

3 Q. You're not denying that you didn't  
4 receive it; you just have no recollection?

5 A. No. I'm saying I didn't do an exit  
6 interview or anything with them after the externship  
7 conversation with Ms. Wood when she called --

8 Q. Okay.

9 A. -- and basically said if I wasn't there  
10 by the next day, that I would no longer I guess be  
11 withdrawn or no longer be there -- be a student for  
12 RSHT. After that, we no longer met after that.

13 MR. SCHLACTUS: I think he was just asking  
14 if you remembered receiving the document.

15 Q. That's all I was asking.

16 A. I mean, yeah, there was nothing  
17 exchanged. No one gave me anything after that.

18 Q. Really, I'm just trying to find out: Do  
19 you have any memory today as to whether or not you  
20 received this letter or any of the documents in this  
21 exhibit?

22 A. No, I didn't.

23 Q. You did not receive it?

24 A. I did not receive it.

25

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1 (Exhibit Number 99 was marked for  
2 identification).

3 Q. Okay. You produced in discovery some  
4 documents I'm going to show you. We've marked Exhibit  
5 99. Have you seen these before?

6 A. I don't remember.

7 Q. And do you recall how these documents  
8 came into your possession?

9 A. No, I don't.

10 MR. SCHLACTUS: She answered before I had a  
11 chance to object on foundation.

12 Q. Yes. Did these documents come into your  
13 possession at some point? Trying to find out how they  
14 made their way to your counsel. Did you have them in  
15 your files or in a folder?

16 A. I don't remember the document, period.

17 Q. You just don't know one way or the  
18 other --

19 A. Yeah.

20 Q. -- where they came from, or anything?

21 A. Yeah. I don't remember.

22 Q. After you stopped participating in the  
23 CHH program, did you have any contact with anyone at  
24 RSHT?

25 A. No.

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1 Q. You did not re-enroll at RSHT, correct?

2 A. No.

3 Q. You didn't transfer to -- be more  
4 specific. You did not re-enroll in the CHH program,  
5 correct?

6 A. No.

7 Q. You didn't transfer to a different  
8 program?

9 A. No.

10 Q. You did not graduate?

11 A. No.

12 Q. You didn't ask RSHT for placement  
13 assistance?

14 A. No.

15 Q. Okay. This lawsuit was filed in June  
16 2011, correct?

17 A. I can't remember the exact date.

18 Q. Had you sought the assistance of counsel  
19 while you were still attending RSHT?

20 A. Yes.

21 Q. Just note here I'm not asking for any  
22 communications that you had with counsel. I'm just  
23 asking did you seek advice or assistance of counsel  
24 before you stopped the CHH program?

25 A. Yes.

1 Q. Do you remember when?  
 2 A. I don't remember when.  
 3 Q. Were you still taking a class when you  
 4 sought assistance of counsel?  
 5 A. Yes.  
 6 Q. Did you seek assistance of counsel with  
 7 any of your classmates?  
 8 MR. SCHLACTUS: Actually, if I can confer  
 9 with her for a moment just to see if there's a  
 10 question of privilege.  
 11 MR. DEWITT: I don't want to get into  
 12 privilege.  
 13 (Whereupon, a recess was taken).  
 14 MR. DEWITT: Could you read back the last  
 15 question?  
 16 COURT REPORTER: "Did you seek assistance of  
 17 counsel with any of your classmates?"  
 18 A. Yes.  
 19 Q. Who?  
 20 MR. SCHLACTUS: Could I just ask you to  
 21 clarify if that was "who" as to counsel or "who" as to  
 22 classmates?  
 23 MR. DEWITT: Classmates.  
 24 MR. SCHLACTUS: And you can answer that.  
 25 A. I guess everyone in the class.

1 Q. When you say "I guess everyone in the  
 2 class?"  
 3 A. I don't guess. The whole class.  
 4 Q. Can you give me names?  
 5 A. I know Billy, Mary -- I think there were  
 6 two Marys -- Grace, Monique. There was a lot of us.  
 7 I can't remember.  
 8 Q. Anybody else?  
 9 A. I'm sorry. I can remember faces, but I  
 10 can't remember names.  
 11 Q. That's fine. And each of you were still  
 12 doing classwork or participating in class at the time  
 13 you --  
 14 A. Yes.  
 15 Q. -- decided to seek counsel?  
 16 A. Yes.  
 17 Q. Was this in 2011?  
 18 A. I believe it was in 2010 initially, I  
 19 guess when we found out we weren't going to be  
 20 certified.  
 21 Q. So I think you testified that was before  
 22 you withdrew?  
 23 A. Yes.  
 24 Q. So this would go all the way back to July  
 25 2010?

1 A. Yes.  
 2 MR. SCHLACTUS: Objection as to ambiguity,  
 3 because there were two withdrawals. Which one were  
 4 you referring to?  
 5 MR. DEWITT: The initial withdrawal.  
 6 Q. We've already established that you --  
 7 A. Yes.  
 8 Q. -- consulted counsel prior to withdrawing  
 9 from CHH --  
 10 A. Right.  
 11 Q. -- completely.  
 12 I thought I understood your response  
 13 before that you and your classmates sought assistance  
 14 of counsel in 2010 when you learned about the issue of  
 15 the certification; is that correct?  
 16 A. Yes.  
 17 Q. And that would have been in the June/July  
 18 2010 time frame?  
 19 A. Yes.  
 20 Q. And did you seek counsel at that point?  
 21 A. You mean did we look for people?  
 22 Q. Did you contact an attorney at that  
 23 point?  
 24 A. Yes.  
 25 Q. Did you contact your current attorneys at

1 that point?  
 2 A. No.  
 3 Q. Did you contact someone locally?  
 4 A. I can't remember.  
 5 Q. Did you meet with an attorney?  
 6 A. No.  
 7 Q. Did you talk to somebody on the phone?  
 8 A. No.  
 9 Q. Did one of your other classmates talk to  
 10 somebody on the phone?  
 11 A. Yes.  
 12 Q. Do you know who -- which person talked to  
 13 somebody on the phone?  
 14 MR. SCHLACTUS: Let me -- putting aside  
 15 privilege for the moment, I also want to object that  
 16 this is outside the scope of permissible discovery  
 17 under the judge's order.  
 18 MR. DEWITT: Yeah, I think I'm going to -- I  
 19 just -- I can't remember how we got into this. I  
 20 didn't mean to go too far.  
 21 Q. Very good. The last question on the --  
 22 after you and your classmates started looking for  
 23 counsel, did anybody say anything -- did you tell RSHT  
 24 or any employee at RSHT that you were looking for  
 25 counsel --



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1 Q. Since you left RSHT, have you made  
2 application for employment anywhere else?

3 A. I can't remember all the applications  
4 that I put out. I know those are the two places that  
5 I got hired after that.

6 Q. You don't have any specific recollection  
7 of -- so you did apply at other places?

8 A. I can't remember. I mean, I know I went  
9 to several job fairs during that time.

10 Q. Okay. Job fairs in the Richmond area?

11 A. The surrounding areas. It wasn't limited  
12 to Richmond.

13 Q. You don't remember any specific  
14 employment applications, though, other than Diversity  
15 and Lumzy's?

16 A. Not specific. I stayed online all the  
17 time.

18 Q. Were they generally in the same type of  
19 community home health or long-term care?

20 A. No.

21 Q. What other types of positions did you  
22 apply for?

23 A. Customer service.

24 Q. Any other type of position?

25 A. No. Oh, yes, I'm sorry. Banking.

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1 Q. Did you have any interviews with any of  
2 those other prospective employers?

3 A. I can't remember.

4 Q. Do you remember what either the customer  
5 service or banking jobs were proposing to pay?

6 A. I can't remember.

7 MR. DEWITT: All right. I just want to  
8 reserve -- we're going to just I think agree to  
9 disagree on whether I can ask about current -- whether  
10 or not you have current healthcare providers or  
11 doctors treating you for your alleged emotional or  
12 mental distress, and reserve the right to obtain a  
13 court ruling on that question. Subject to that, that  
14 concludes my examination. I don't know if your lawyer  
15 has any follow-up questions.

16 MR. SCHLACTUS: I think I just have one.

17 MR. DEWITT: Okay.

18 EXAMINATION BY MR. SCHLACTUS:

19  
20  
21 Q. Ms. Battle, I believe you testified near  
22 the beginning of the deposition that when you were  
23 taken on a tour of RSHT before you started going to  
24 school there, the lab was in -- that the lab was  
25 perfect?

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1 A. Yeah.

2 Q. You did say that before, right?

3 A. Yes.

4 Q. Did it stay that way throughout your time  
5 as a student at RSHT?

6 A. No.

7 Q. Can you explain what changed?

8 A. The sheets disappeared. I guess the  
9 tools and things that were in place as far as  
10 catheters, the diapers to actually change -- or  
11 pullups -- bedpans, cotton swabs, I don't know, things  
12 started I guess disappearing. So me actually going  
13 into the lab, a lot of the things that I saw initially  
14 wasn't there afterwards.

15 Q. Did that make it difficult for you to  
16 learn what you felt you were there to learn?

17 A. Yes.

18 MR. SCHLACTUS: Nothing else.

19 MR. DEWITT: No further questions.

20 MR. SCHLACTUS: We will read and sign.

21  
22 AND FURTHER THIS DEPONENT SAITH NOT  
23 (The deposition concluded at 12:25 p.m.)  
24  
25

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1 COMMONWEALTH OF VIRGINIA,  
2 CITY OF RICHMOND, to wit:

3  
4 I, Lisa M. Blair, a Notary Public  
5 for the State of Virginia at Large, do hereby certify  
6 that the foregoing deposition of SADE N. BATTLE was  
7 duly sworn to before me at the time and place set out  
8 in the caption hereto.

9 Further, that the transcript of  
10 the deposition is true and correct, and that there  
11 were 41 exhibits (Numbered 59 through 100) filed with  
12 me during the taking hereof.

13 Given under my hand this 16th  
14 day of September, 2012.

15 *Lisa M. Blair*

16 Lisa M. Blair, RPR  
17 Notary Public for the  
18 State of Virginia at Large  
19  
20

21 My Commission expires:  
22 October 31, 2012  
23 Notary registration #: 253150  
24  
25





**BATTLE DEPOSITION**  
**EXHIBIT 60**



MA  
DAY  
11-23-09

RSHT  
1601 Willow Lawn Drive  
SUITE 320  
Richmond VA 23230  
(804) 288-1000 FAX: (804) 288-1006

Application for Admission

OFFICE USE ONLY
Start Date <u>3-21-10</u>
Adm Code <u>0160091</u>

Name Sade' n. Battle

REDACTED

Sade' n. Battle  
Applicant's Signature

10/21/09  
Date

Form 102 ct revised 10.5.09

RSHT-Richmond is certified to operate in Virginia by the State Council of Higher Education for Virginia

RSHTBATTLE,S0003



RSHT0002946

**BATTLE DEPOSITION**  
**EXHIBIT 61**

# RSHT

## ENROLLMENT AGREEMENT

☐ Main Campus:  
1601 Willow Lawn Drive, Suite 320  
Richmond, VA 23230

Branch Campus: ☐  
751 West Hundred Road  
Chester, VA 23836

Name: SADE' N. BATTLE SSN: [REDACTED]  
First MI Last  
 Address: [REDACTED] Birth date: [REDACTED]  
 City RICHMOND State 23220 Zip Code: 23220  
VA  
 Telephone [REDACTED] Email [REDACTED]

As the above-named applicant, I hereby agree to be enrolled in the MEDICAL ASSISTANT program which is 70 weeks of instructional time. Classes are scheduled to begin on 1-11-2010 and end on 5-26-2011. Classes meet Mon-Fri from 8:30 to 5:30.

Total tuition of \$ 19,260.00 a non-refundable application fee of \$ 75.00. Should I have to repeat a course, I will be charged a per credit hour fee of \$ 330.00 for didactic and per credit hour fee of \$ 180.00 for clinical externship. I hereby acknowledge payment of a deposit of \$ 75.00, leaving a balance due to the institution of \$ 19,260.00.

I hereby agree to all provisions of this Enrollment Agreement, and understand that I have agreed to accept a place in the class described above and agree to pay to RSHT all fees according to the terms and conditions contained herein. Furthermore, I acknowledge that I have read, fully understand, and received a copy of this agreement.

I understand that this agreement becomes a legally binding instrument upon the school's written acceptance of my application, unless cancelled by me pursuant to the refund policy contained within this agreement.

Student Signature: Sade' Battle Date: 10/29/2009  
 Grantor's Signature: Al. Alexander Date: 10/29/09

**Note: Please read and initial the statements on the back of this sheet.**



**Attendance:**

Attendance is required at all scheduled classes. If in an emergency an absence becomes necessary, the student must notify the school prior to the beginning of the scheduled class. Students with seven consecutive absences or total absences exceeding 20% of their scheduled classes will be withdrawn from the program. Refer to the School Catalog and Student Handbook for further details.

Initials SB**Cancellation and Refund Policy:**

If an applicant cancels this agreement no later than the third business day after the date of this agreement, a full refund will be made minus the non-refundable application fee. The application fee for all programs is \$75.00. If a class is cancelled by the school, all monies will be refunded.

All students will be charged a non-refundable application fee in addition to the tuition charges as specified below. The portion of the program completed will be determined by the number of weeks attended. Any portion of a week's attendance will be considered a full week for the purpose of the refund calculation.

1. If a student does not begin classes, no more than \$100.00 of the tuition paid will be retained by the school.
2. A student who enters school but withdraws prior to completing the first 25% of the period charged will be assessed 50% of the tuition charges for the period.
3. A student, who withdraws after completing the first 25%, but prior to completing 50% of the period charged, will be assessed 75% of the tuition charges for the period.
4. A student who withdraws after completing half, or more than half, of the period charged is assessed 100% of the tuition charges for the period.

Refunds are made within 30 days of the cancellation date or date of withdrawal.

Initials SB**Standards:**

Students are required to abide by the proper standards for dress and conduct while in attendance at all classes and externship training. Profanity, disorderly conduct, or other action which, in the opinion of the school is disruptive, will not be tolerated and will be grounds for dismissal from the program.

Initials SB**Placement:**

Each graduate may avail him or herself of the school's job placement assistance program. RSHT DOES NOT GUARANTEE EMPLOYMENT. However, every effort will be made to assist the graduate in obtaining employment. There is no charge for this service.

Initials SB

RSHT reserves the right to make changes to the program start date, content, schedule, and/or training hours as deemed necessary.

Initials SB**Conditions of Agreement:**

This constitutes the entire agreement between the applicant and the school, and no other promise or agreement, expressed or implied, has been made either orally or in writing. Should the student fail to meet the terms of his/her financial obligations contained in this agreement, the school reserves the right to add to this agreement a reasonable amount for collection costs incurred including, but not limited to, collection agency fees, attorney fees of 33.3%, court costs, etc.

Initials SB

Form # 105 Revised ct 8,20.09

RSHT is certified to operate in Virginia by the State Council of Higher Education for Virginia



**BATTLE DEPOSITION**  
**EXHIBIT 62**

Entrance Interview

Borrower Information (Please Print Clearly)

Name: Sade Battle

REDACTED

Form 410 revised ct 6/9/09

RSHTBATTLE,S0112



RSHT0003055

REDACTED

Student Signature Sade' n Battle

Date 11/18/2009

School Official Signature B. Knight

Date 11/18/09

Form 410 revised ct 6/9/09

**BATTLE DEPOSITION**  
**EXHIBIT 63**

Entrance Counseling Requirements:

REDACTED

RSHTBATTLE,S0114



Form 449 of 6/10/09

RSHT0003057



REDACTED

Sade' n Battle

Student's Name Printed

Sade' n Battle

Student's Signature

B. Knight J

Financial Aid Signature

[REDACTED]  
Social Security Number

11/18/2009  
Date

11/18/09  
Date

Form 449 ct 6/10/09

RSHTBATTLE,S0115

RSHT0003058

**BATTLE DEPOSITION**  
**EXHIBIT 65**

TUITION WORKSHEET

Student Name: Sade Battle

Social Security Number: [REDACTED]

Program: MA/AM

Start Date: 1/1/10

REDACTED

Student Signature: Sade n Battle

Date: 11/18/2009

Financing Department Signature: G. Knight, J

Date: 11/18/09



RSHTBATTLE,S0087

RSHT0003030

**BATTLE DEPOSITION**  
**EXHIBIT 68**

MA/AM 1/11/10

## RSHT —INSTALLMENT NOTE AND DISCLOSURE STATEMENT

Date 11/18/09

As payment for tuition at RSHT in (City, State) Richmond, VA.

I promise to pay to the school or order, the sum of \$ 720.00 (includes principal and interest)

As follows: 18 installments of \$ 40.00 beginning on (date) 1/11/10

All subsequent installments shall be payable on the same day of each consecutive month thereafter until paid in full.

This note is subject to the terms and conditions contained in the Enrollment Agreement and the "Disclosure Statement," which are incorporated herein by reference as though set forth in full. Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of the holder of this Note. Principal and interest payable in lawful money of the United States. If action is instituted on this Note, I promise to pay such sum as the court may fix as attorney's fees and court costs.

By signing below, Buyer and Co-Buyer (where applicable) acknowledge receipt of a complete and true copy of this Installment Note and jointly and severally agree to all of the terms and conditions.

Buyer Sign Here Sade N Battle Co-Buyer Sign Here \_\_\_\_\_

Print Name Sade N Battle Print Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City Richmond State VA. Zip 23220 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Tel. \_\_\_\_\_ Work Tel. ( ) \_\_\_\_\_ Home Tel. ( ) \_\_\_\_\_ Work Tel. ( ) \_\_\_\_\_

Social Security No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

## DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE:	FINANCE CHARGE:	AMOUNT FINANCED:	TOTAL OF PAYMENTS:	TOTAL SALES PRICE:
The cost of your credit as a yearly rate.	The dollar amount the Credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase On credit, including your down Payment of \$ <u>0</u>
<u>0</u> %	<u>0</u>	\$ <u>720</u>	\$ <u>720</u>	\$ <u>720</u>

## YOUR PAYMENT SCHEDULE WILL BE:

Number of payments	Amount of each payment	When payments are due
<u>1</u>	<u>40.00</u>	Monthly, beginning <u>1/11/10</u> and on the same day of each month thereafter.
<u>17</u>	<u>40.00</u>	<u>2/15/10</u>

**LATE CHARGES:** If any payment is more than 10 days late, you will be charged 5% of the payment or \$7.00, whichever is less, but in no event less than \$1.00.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

Buyer is entitled to pay in advance the remaining unpaid balance due hereunder and receive a refund of the FINANCE CHARGE computed in accordance with the appropriate state statutes.

**NOTICE:** Any holder of this consumer credit contracts subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

**NOTICE TO BUYER:** (1) Do not sign this agreement before you read it if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

## Itemization of the Amount Financed

- Cash Price
  - Tuition \$ 720
  - Registration Fee \$ 0
  - Other \$ 0
- Total Cash Price \$ 720
- Less Deductions
  - Cash Down Payment \$ 0
  - \$ 0
  - \$ 0
- Total Deductions \$ 0
- Amount Financed \$ 720





**BATTLE DEPOSITION**  
**EXHIBIT 70**

# RSHT

## ENROLLMENT AGREEMENT

☒ Main Campus:  
1601 Willow Lawn Drive, Suite 320  
Richmond, VA 23230

Branch Campus: ☐  
751 West Hundred Road  
Chester, VA 23836

Name: Sadie N Battle  
First MI Last

SSN: [REDACTED]

Address: [REDACTED]

Birth date: [REDACTED]

City Richmond State Va Zip Code: 23220  
Telephone [REDACTED] Email [REDACTED]

As the above-named applicant, I hereby agree to be enrolled in the Community Home Health program which is 35 weeks of instructional time. Classes are scheduled to begin on 3-22-10 and end on 1-6-2011. Classes meet Mon-Fri from 5:30pm to 10:30pm.

Total tuition of \$ 10,200.00, a non-refundable application fee of \$ 75.00. Should I have to repeat a course, I will be charged a *per credit hour* fee of \$ 330.00 for didactic and *per credit hour* fee of \$ 180.00 for clinical externship. I hereby acknowledge payment of a deposit of \$ 75.00, leaving a balance due to the institution of \$ 10,200.00.

I hereby agree to all provisions of this Enrollment Agreement, and understand that I have agreed to accept a place in the class described above and agree to pay to RSHT all fees according to the terms and conditions contained herein. Furthermore, I acknowledge that I have read, fully understand, and received a copy of this agreement.

I understand that this agreement becomes a legally binding instrument upon the school's written acceptance of my application, unless cancelled by me pursuant to the refund policy contained within this agreement.

Student Signature: Sadie N Battle Date: 03-11-10  
Grantor's Signature: A. Alexander Date: 3-11-10

**Note:** Please read and initial the statements on the back of this sheet.



**Attendance:**

Attendance is required at all scheduled classes. If in an emergency an absence becomes necessary, the student must notify the school prior to the beginning of the scheduled class. Students with seven consecutive absences or total absences exceeding 20% of their scheduled classes will be withdrawn from the program. Refer to the School Catalog and Student Handbook for further details.

**Cancellation and Refund Policy:**Initials SB

If an applicant cancels this agreement no later than the third business day after the date of this agreement, a full refund will be made minus the non-refundable application fee. The application fee for all programs is \$75.00. If a class is cancelled by the school, all monies will be refunded.

All students will be charged a non-refundable application fee in addition to the tuition charges as specified below. The portion of the program completed will be determined by the number of weeks attended. Any portion of a week's attendance will be considered a full week for the purpose of the refund calculation.

1. If a student does not begin classes, no more than \$100.00 of the tuition paid will be retained by the school.
2. A student who enters school but withdraws prior to completing the first 25% of the period charged will be assessed 50% of the tuition charges for the period.
3. A student, who withdraws after completing the first 25%, but prior to completing 50% of the period charged, will be assessed 75% of the tuition charges for the period.
4. A student who withdraws after completing half, or more than half, of the period charged is assessed 100% of the tuition charges for the period.

Refunds are made within 30 days of the cancellation date or date of withdrawal.

**Standards:**Initials SB

Students are required to abide by the proper standards for dress and conduct while in attendance at all classes and externship training. Profanity, disorderly conduct, or other action which, in the opinion of the school is disruptive, will not be tolerated and will be grounds for dismissal from the program.

**Placement:**Initials SB

Each graduate may avail him or herself of the school's job placement assistance program. RSHT DOES NOT GUARANTEE EMPLOYMENT. However, every effort will be made to assist the graduate in obtaining employment. There is no charge for this service.

Initials SB

RSHT reserves the right to make changes to the program start date, content, schedule, and/or training hours as deemed necessary.

**Conditions of Agreement:**Initials SB

This constitutes the entire agreement between the applicant and the school, and no other promise or agreement, expressed or implied, has been made either orally or in writing. Should the student fail to meet the terms of his/her financial obligations contained in this agreement, the school reserves the right to add to this agreement a reasonable amount for collection costs incurred including, but not limited to, collection agency fees, attorney fees of 33.3%, court costs, etc.

Initials SB

**BATTLE DEPOSITION**  
**EXHIBIT 73**

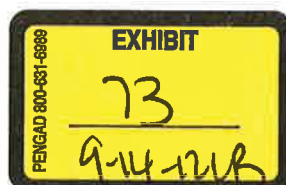
**Entrance Interview**

**Borrower Information** (Please Print Clearly)

Name: Sade Battle

REDACTED

RSHTBATTLE,S0108



Form 410 revised ct 6/9/09

RSHT0003051

REDACTED

Student Signature	<u>Andre' n Battle</u>	Date	<u>3/23/10</u>
School Official Signature	<u>[Signature]</u>	Date	<u>3/23/10</u>

Form 410 revised ct 6/9/09

**BATTLE DEPOSITION**  
**EXHIBIT 74**

Entrance Counseling Requirements:

REDACTED

RSHTBATTLE,S0110



RSHT0003053



REDACTED

Sadie' N. Battle

Student's Name Printed

Sadie' N. Battle

Student's Signature

Y. Me

Financial Aid Signature

Social Security Number

03/23/10

Date

3/23/10

Date

RSHTBATTLE,S0111

RSHT0003054

**BATTLE DEPOSITION**  
**EXHIBIT 76**

TUITION WORKSHEET

Student Name: Sade Battle

Social Security Number: [REDACTED]

Program: CHH/PM

Start Date: 3/22/10

REDACTED

Student Signature: Sade n Battle

Date: 03/23/2010

Financing Department Signature: [Signature]

Date: 3/23/10

RSHTBATTLE,S0086



RSHT0003029

**BATTLE DEPOSITION**  
**EXHIBIT 77**

**Cost of Attendance Worksheet**  
**RSHT**

1601 Willow Lawn Drive, Suite 320  
Richmond, Virginia 23230  
(804) 288-1000  
(804) 288-1006 Fax

751 West Hundred Road  
Chester, Virginia 23836  
(804) 751-9191  
(804) 751-2599 Fax

Date: 3/23/10

Student's Name: Battle Sade N  
Last First Middle

Social Security: [REDACTED]

Academic Year: 09/10

REDACTED

Sade' n Battle  
Student Name Printed

Sade' n Battle  
Student Signature

JF Me  
Financial Aid Officer

3/23/10  
Date

RSHTBATTLE,S0093



Form 404 revised ct 2.9.10

RSHT0003036

**BATTLE DEPOSITION**  
**EXHIBIT 79**

## RSHT — INSTALMENT NOTE AND DISCLOSURE STATEMENT

Date 3/23/10As payment for tuition at RSHT in (City, State) Richmond, VA.I promise to pay to the school or order, the sum of \$ 360.00 (includes principal and interest)As follows: 9 installments of \$ 40.00 beginning on (date) 3/22/10

All subsequent installments shall be payable on the same day of each consecutive month thereafter until paid in full.

This note is subject to the terms and conditions contained in the Enrollment Agreement and the "Disclosure Statement," which are incorporated herein by reference as though set forth in full. Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of the holder of this Note. Principal and interest payable in lawful money of the United States. If action is instituted on this Note, I promise to pay such sum as the court may fix as attorney's fees and court costs.

By signing below, Buyer and Co-Buyer (where applicable) acknowledge receipt of a complete and true copy of this Installment Note and jointly and severally agree to all of the terms and conditions. These terms are hereby accepted on 3/23/10.

Buyer

Sign Here

Print Name

Address

City

State

Zip

Home Tel.

Work Tel. ( )

Social Security No.

Co-Buyer

Sign Here

Print Name

Address

City

State

Zip

Home Tel. ( )

Work Tel. ( )

Social Security No.

## DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE:	FINANCE CHARGE:	AMOUNT FINANCED:	TOTAL OF PAYMENTS:	TOTAL SALES PRICE:
The cost of your credit as a yearly rate.	The dollar amount the Credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase On credit, including your down Payment of \$ <u>0</u>
0%	0%	\$360	\$360	\$360

## YOUR PAYMENT SCHEDULE WILL BE:

Number of payments	Amount of each payment	When payments are due
1	40.00	Monthly, beginning <u>3/22/10</u> and due again on the same day of each month thereafter.
8	40.00	payments will end on <u>11/15/10</u>

FEES: There are no fees assessed for this installment plan.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

Buyer is entitled to pay in advance the remaining unpaid balance due hereunder and receive a refund of the FINANCE CHARGE computed in accordance with the appropriate state statutes. There are no finance charges assessed on this installment note.

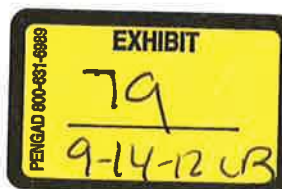
NOTICE: Any holder of this consumer credit contracts subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

## Itemization of the Amount Financed

1. Cash Price	
a. Tuition	\$ <u>360</u>
b. Registration Fee	\$ <u>0</u>
c. Other	\$ <u>0</u>
2. Total Cash Price	\$ <u>360</u>
3. Less Deductions	
a. Cash Down Payment	\$ <u>0</u>
b.	\$ <u>0</u>
c.	\$ <u>0</u>
4. Total Deductions	(\$ <u>0</u> )
5. Amount Financed	\$ <u>360</u>

RSHTBATTLE,S0133



Form 415 revised ct 3.9.10

RSHT0003076



**BATTLE DEPOSITION**  
**EXHIBIT 94**

Select Program: **CHH** **PM** Installment Note: **Installment Note Academic Year 1**

As payment for tuition at RSHT in (City, State) **Richmond VA**

I promise to pay to the school or order, the sum of **\$265.00** (includes principal and interest).

As follows: **5** installments of **see below** beginning on (date) **February 14, 2011**

All subsequent installments shall be payable on the same day of each consecutive month thereafter until paid in full.

This note is subject to the terms and conditions contained in the Enrollment Agreement and the "Disclosure Statement", which are incorporated herein by reference as though set forth in full. Should default be made in any payment when due, the whole sum of principal and interest shall immediately become due and payable at the option of the holder of this Note. Principal and interest payable in lawful money of the United States. If action is instituted on this Note, I promise to pay such sum as the court may fix as attorney's fees and court costs.

By signing below, Buyer and Co-Buyer (where applicable) acknowledge receipt of a complete and true copy of this Installment Note and jointly and severally agree to all of the terms and conditions. These terms are hereby accepted on 02/15/11 Initials: SB

Buyer		Co-Buyer	
Sign here	<u>Sade n Battle</u>	Sign here	
Print Name	<b>Sade Battle</b>	Print Name	
Address	<b>[REDACTED]</b>	Address	
City	<b>Richmond</b>	City	
State	<b>VA</b>	State	
Zip	<b>23220</b>	Zip	
Home Tel.	<b>[REDACTED]</b>	Home Tel.	
Work Tel.		Work Tel.	
Social Security No.	<b>[REDACTED]</b>	Social Security No.	

#### DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE:	FINANCE CHARGE:	AMOUNT FINANCED:	TOTAL OF PAYMENTS:	TOTAL SALES PRICE:
Total cost of your credit as a yearly rate.	The dollar amount the Credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on Credit, including, your down payment of
<b>0%</b>	<b>0%</b>	<b>\$265.00</b>	<b>\$265.00</b>	<b>\$0.00</b>
				<b>\$265.00</b>

#### YOUR PAYMENT SCHEDULE WILL BE:

Number of payments	Amount of each payment	When payments are due
<b>1</b>	<b>\$105.00</b>	Monthly, beginning <b>February 14, 2011</b> and due again on the same day of each month thereafter.
<b>4</b>	<b>\$40.00</b>	<b>March 15, 2011</b> Payments will end on <b>June 15, 2011</b>

FEES: There are no fees assessed for this installment plan.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

Buyer is entitled to pay in advance the remaining unpaid balance due hereunder and receive a refund of the FINANCE CHARGE computed in accordance with the appropriate state statutes. There are no finance charges assessed on this installment note.

NOTICE: Any holder of this consumer credit contracts subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at anytime and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to payoff in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

Itemization of the Amount Financed	
1. Cash Price	
a. Tuition	<b>\$ 265.00</b>
b. Reg. Fee	<b>\$0.00</b>
c. Other	<b>\$0.00</b>
2. Total Cash Price	<b>\$ 265.00</b>
3. Less Deductions	
a. Cash Down Payment	<b>\$0.00</b>
b.	<b>\$0.00</b>
c.	<b>\$0.00</b>
4. Total Deductions	<b>\$0.00</b>
5. Amount Financed	<b>\$ 265.00</b>



Form 415 revised ct 11.19.10

RSHTBATTLE,S0131

RSHT0003074